BILL NO. S-80-12-52

SPECIAL ORDINANCE NO. S-26-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 310-80 Phase III, between the City of Fort Wayne, Indiana and Joe R. Norman, Contractor, Inc. for installation of a Sanitary Sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated December 16, 1980 between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Joe R. Norman, Contractor, Inc. for:

construction of an 84 inch sanitary sewer from Northside Drive and Pleasant Avenue to the intersection of Northside Drive and Glazier Avenue,

under Board of Public Works Sewer Improvement Resolution No. 310-80 Phase III, at a total cost of $2,055,834.60, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY DECEMBER 18, 1980.

JOHN E. HOFFMAN, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ___ M., E.S.T.

DATE: 12-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Ben Quinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	1				
EISBART	1				
GiaQUINTA	1				
NUCKOLS				X	
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (APPROPRIATION) ORDINANCE (~~RESOLUTION~~) No. S-26-81

on the 13th day of January, 19 81.

ATTEST: Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 19 81, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan., 19 81, at the hour of 11 o'clock A M., E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-52

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 310-80 Phase III, between the City of Fort Wayne, Indiana and Joe R. Norman, Contractor, Inc. for installation of a Sanitary Sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 1/5/81 CHARLES W. WESTERMAN, CITY CLERK

CF/1
70-78-2 (6) 12/16/80

CONTRACT NO. 310-80 - PHASE III

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between JOE R. NORMAN, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

PHASE III

Beginning at a proposed manhole structure which is a part of Phase II located 5± L.F. South of and 5± L.F. East of the centerline intersection of Pleasant Avenue and Northside Drive; thence, Northerly within the right-of-way of said Pleasant Avenue 2260± L.F. to a proposed manhole located within the centerline of Charlotte Avenue and Pleasant Avenue; thence, Westerly 810± L.F. to a proposed manhole located 20± L.F. East and 25± L.F. North of the centerline intersection of Northside Drive and Charlotte Avenue; thence, Northeasterly 1230± L.F. terminating at a proposed manhole structure which is a part of Phase III of this resolution located 5± L.F. East of and 5± L.F. North of the centerline intersection of Northside Drive and Glazier Avenue.

Said sewer shall be 84 inches in diameter.

All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11033, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $2,055,834.60. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

84" R.C.P. Class III ASTMC-76	Three hundred thirteen dollars and 71/100	313.71
Special Str. SJ-14	Five thousand dollars and no/100	5,000.00
Special Str. SJ - 15 + 17	Five thousand dollars and no/100	5,000.00
Special Str. SJ - 16 + 18	Five thousand dollars and no/100	5,000.00
Special Str. SJ - 19	Five thousand dollars and no/100	5,000.00
#53 or #73 Special Backfill	Seven dollars and no/100	7.00

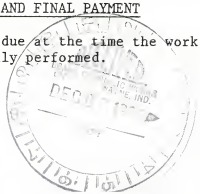
H.A.C. Base 440 #/SYD.	Twenty-five dollars and no/100	25.00
H.A.C. Binder 330 #/SYD.	Twenty-five dollars and no/100	25.00
H.A.C. Surface 220 #/SYD.	Twenty-five dollars and no/100	25.00
Concrete Curb Replacement	Eight dollars and no/100	8.00
Concrete Curb & Gutter	Ten dollars and no/100	10.00
4" Sidewalk Replacement	Two dollars and no/100	2.00
6" Wingwalk	Three dollars and no/100	3.00
9" Plain Concrete	Twenty dollars and no/100	20.00
Tunnelling - State Street	One thousad two hundred fifty dollars and no/100	1,250.00
12" Sewer Pipe Removal, Replacement and/Dr. relocation with R.C.P. CL IV	Twelve dollars and no/100	12.00
15" Sewer Pipe Removal, Replacement and/Dr. Relocation with R.C.P. CL IV	Fifteen dollars and no/100	15.00
24" R.C.P. CL IV Removal & Replacement	Thirty dollars and no/100	30.00
6"-10" Sewer Pipe Replacement	Twelve dollars and no/100	12.00
24" C.L.D.I.P. Class 51	Thirty dollars and no/100	30.00
Std. Inlet Type I-C, D, E or F	Five hundred dollars and no/100	500.00
Std. Catch Basin Type I-A	Five hundred dollars and no/100	500.00
Std. M.H. Type I-A	Seven hundred dollars and no/100	700.00
Seeding and 2" Mulch	One dollar and no/100	1.00
Dewatering	Fifty-four dollars and no/100	54.00
Base Stabilization	Eleven dollars and no/100	11.00
6" Concrete (Driveways)	Twenty dollars and no/100	20.00
4" Asphalt (Driveways)	Seventeen dollars and no/100	17.00
Water Main Replacement & Relocation	Fourteen dollars and no/100	14.00
Gas Line Replacement & Relocation	Thirty-five dollars and no/100	35.00
Underground Cables & Conduits Replacement & Relocation (Inclusive of Bracing Poles)	Thirty dollars and no/100	30.00
Replacement of Trees (3" Dia.)	Three hundred dollars and no/100	300.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.



Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

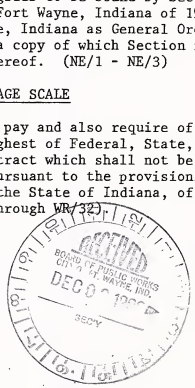
Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

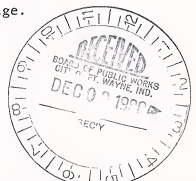
The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).



ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 310-80 Phase III
B. Instructions to Bidders for Contract No. 310-80 Phase III
C. Contractor's Proposal Dated Sept. 9, 1980
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11033
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addenda No. 1 and 2



ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: June A. Norman, President

BY: J. A. Norman, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on 16th day of December, 19 80.

RECEIVED
BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, IND.
DEC 22 1980
SECY

Contract No. 310-80 Phase III

To JOE R. NORMAN CONTRACTOR, INC.

ATTN: MARTIE RYDER

RE: FT. WAYNE PHASE III BOND

M-J INSURANCE INC.
UNITED INSURANCE AGENCIES
P. O. BOX 50067 INDIANAPOLIS, INDIANA 46250
[317] 849-4550

DATE: 10-9-80

As we discussed, I have executed this bond in triplicate. John Teshima approved leaving the date open, on the basis that when the date is filled into the bond, Ft. Wayne will send you a copy of this, or send a copy to us. WE MUST HAVE A COPY OF THE DATED BOND FOR THE KEMPER FILE.

waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PBSF/1

BOND# OST 459 429

SPECIMEN FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

JOE R. NORMAN CONTRACTOR, INC.
(Name of Contractor)

2801 N. Catherwood Avenue, Indianapolis, In 46219
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and LUMBERMENS MUTUAL CASUALTY COMPANY
(Name of Surety)

Long Grove, Illinois 60049
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Two Million, Fifty-Five Thousand, Eight Hundred Thirty-Four and 60/100------ dollars ($ 2,055,834.60) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 16th day of December, 19 80, for construction of:
St. Joseph Interconnect Interceptor - Resolution 310-1980-PHASE III, Improvement to Ft. Wayne, Indiana Water Pollution Control Utility Project C-180599-06

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY 11033 through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby

APPROVED
BOARD OF PUBLIC WORKS
FORT WAYNE, IND.
DEC 8 1980
CLERK

IN WITNESS WHEREOF, this instrument is executed in triplicate (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 19 80.

ATTEST:

JOE K. NORMAN CONTRACTOR, INC.
(Principal)

BY: June A. Norman [S]
June A. Norman, President

(Principal) Secretary
Joe A. Norman

[SEAL]

Harold E. Kidder
(Witness as to Principal)

2801 N. Carlewood Avenue
(Address)

Indianapolis, In 46219

2801 N. Carlewood Avenue
(Address)

Indpls. Ind 46219

LUMBERMENS MUTUAL CASUALTY COMPANY
Surety

ATTEST:

Elaine Sue Crumpton
(Surety) Secretary

[SEAL]

Witness as to Surety

By Katherine P. Kramer
Attorney-in-Fact
Katherine P. Kramer

P.O. Box 50067
(Address)

(Address)

Indianapolis, Indiana 46250

Long Grove, Illinois 60049

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IN WITNESS WHEREOF, this instrument is executed in triplicate (number) counterparts, each one of which shall be deemed an original, this 16th day of Dec., 19 80.

ATTEST:

(Principal) Secretary
Joe A. Norman

[SEAL]

(Witness as to Principal)

2801 N. Carterwood Avenue
(Address)

Indpls. Ind 46219

JOE R. NORMAN CONTRACTOR, INC.
(Principal)

BY: June A. Norman [S]
June A. Norman, President

2801 N. Carterwood Avenue
(Address)

Indianapolis, In 46219

LUMBERMENS MUTUAL CASUALTY COMPANY
Surety

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

P.O. Box 50067
(Address)

Indianapolis, Indiana 46250

By Katherine P. Kramer
Attorney-in-Fact
Katherine P. Kramer

(Address)

Long Grove, Illinois 60049

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

RECEIVED
BONDS & INSURANCE
CITY OF INDIANAPOLIS
DEC 23 1980
SECTY

Contract No. C-180599-06
Res. 310-1980 PHASE III

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

JOE K. NORMAN CONTRACTOR, INC.
(Name of Contractor)

2801 N. Catherwood Avenue, Indianapolis, In 46219
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and LUMBERMENS MUTUAL CASUALTY COMPANY
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Two Million, Fifty-five Thousand, Eight Hundred Thirty-Four and 60/100---------- Dollars ($2,055,834.60 (value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 16th day of Dec. 19 80, for the construction of:
St. Joseph Interconnect Interceptor - Resolution 310-1980-PHASE III, Improvement to Ft. Wayne, Indiana Water Pollution Control Utility Project C-180599-06

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY 11033, through and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

DEC 22 1980
SECY

Contract No. C-180599-06
Res. 310-1980 PHASE III

IN WITNESS WHEREOF, this instrument is executed triplicate (number) counterparts, each one of which shall be deemed an original, this 16th day of June, 19 80

ATTEST:

(Principal) Secretary
Joe A. Norman
[SEAL]

JOE R. NORMAN CONTRACTOR, INC.
Principal

By June A. Norman [S]
June A. Norman, President
2801 N. Catherwood Avenue
(Address)

Indianapolis, In 46219

Witness as to Principal
2801 N Catherwood Ave
(Address)
Indpls Ind 46219

LUMBERMENS MUTUAL CASUALTY COMPANY
Surety

By Katherine P. Kramer
Attorney-in-Fact
Katherine P. Kramer

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety
P.O. Box 50067
(Address)
Indianapolis, In 46250

Long Grove, Illinois 60049
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

RECEIVED
BOARD OF PUBLIC WORKS
CITY OF FT WAYNE, IND.
DEC 8 1980

Contract No. C-180599-06
Res. 310-1980 PHASE III

LUMBERMENS MUTUAL CAS JALTY COMPANY
Home Office: Long Grove, IL 60049

Kemper insurance companies

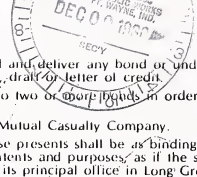
POWER OF ATTORNEY

Know All Men By These Presents:

That the Lumbermens Mutual Casualty Company, a corporation organized and existing under the laws of the State of Illinois, and having its principal office in Long Grove, Illinois, does hereby appoint **********

Thomas B. Barnes; Michael M. Bill; Diane Sue Cunningham; Katherine P. Kramer; all of Indianapolis, Indiana (EACH) **********

its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending December 31, 1980, unless sooner revoked for and on its behalf as surety, and as its act and deed: *Any and all bonds and undertakings.* **********



EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the Lumbermens Mutual Casualty Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Lumbermens Mutual Casualty Company as fully and amply to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Long Grove, Illinois.

THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF DECEMBER 31, 1980

This Power of Attorney is executed by authority of a resolution adopted by the Board of Directors of said Lumbermens Mutual Casualty Company on May 18, 1965 at Chicago, Illinois, a true and accurate copy of which is hereinafter set forth and is hereby certified to by the undersigned Secretary or Assistant Secretary as being in full force and effect:

"VOTED, That the President or any Vice President or Secretary or any Assistant Secretary shall have power and authority to appoint agents and attorneys in fact, and to authorize them to execute on behalf of the company, and attach the seal of the company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such officer of the company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Board of Directors of the company at a meeting duly called and held on the 20th day of May, 1975:

"VOTED, That the signature of the President, any Vice President, Secretary or Assistant Secretary, and the Seal of the Company, and the certification by any Secretary or Assistant Secretary, may be affixed by facsimile on any power of attorney executed pursuant to resolution adopted by the Board of Directors on May 18, 1965, and any such power so executed, sealed and certified with respect to any bond or similar undertaking to which it is attached, shall continue to be valid and binding upon the Company."

In Testimony Whereof, The Lumbermens Mutual Casualty Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officers, this 28th day of March, 19 74

Attested and Certified:

LUMBERMENS MUTUAL CASUALTY COMPANY

SEAL

By

C. G. Swan, Secretary

G. H. Kasbohm, Vice President

STATE OF ILLINOIS
COUNTY OF McHENRY } ss

I, Jo Anne Krein, a Notary Public, do hereby certify that G. H. Kasbohm and C. G. Swan personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the Lumbermens Mutual Casualty Company, a Corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act for the uses and purposes therein set forth.

NOTARIAL SEAL

Jo Anne Krein

Jo Anne Krein, Notary Public
PRINTED IN U.S.A.

My commission expires: March 21, 1982

TABth 9-78 IM
Power of Attorney—Term

TITLE OF ORDINANCE St. Joe Area Sanitary Imp. Sewage Works Grant C-180599-06 Res. 310-80 Phase III

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE The Contract is to Construct a 84 inch sanitary sewer from Northside Drive and Pleasant Avenue to the intersection of Northside Drive and Glazier Ave. All according to Ft.WaynePollution Control Engineering Department Drawing No. SY-11033, and do everything required by the contract and the other documents. The improvements cover the construction in the St. Joe draingage basin which will improve the water quality of the City's raw water supply.

I-80-12-52

EFFECT OF PASSAGE Joe R. Norman will be the Contractor for the Res. 310-80 Phase III, which will improve the water quality of the City's raw water supply.

EFFECT OF NON-PASSAGE The above described passage cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost: $2,055,834.60 Which will be paid for by USEPA (75%), State (10%), and City Utilities (15%)

ASSIGNED TO COMMITTEE City Utilities

sa